

DECISION

Dispute Codes OLC, ERP, RP, PSF, FF

Introduction

This hearing was convened by way of conference call to deal with the application made by the tenant for an order that the landlord comply with the Act, regulation or tenancy agreement, for an order that the landlord make repairs to the unit, site or property, for an order that the landlord make emergency repairs for health or safety reasons, for an order that the landlord provide services or facilities required by law, and to recover the filing fee from the landlord for the cost of this application.

The parties each gave affirmed evidence and were given the opportunity to cross examine each other on their evidence.

A witness also attended for the tenant, who gave affirmed testimony.

Issues(s) to be Decided

Is the tenant entitled to an order that the landlord comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to an order that the landlord make repairs to the unit, site or property?

Is the tenant entitled to an order that the landlord make emergency repairs for health or safety reasons?

Is the tenant entitled to an order that the landlord provide services or facilities required by law?

Background and Evidence

This month-to-month tenancy began on November 1, 1999, and the tenant moved into a new unit within the complex on July 1, 2006. The tenant pays rent in the amount of \$780.00 in advance on the 1st day of each month, and there are no rental arrears.

The tenant testified that on May 26, 2010 she asked the landlord's agent to fix the shower head and faucet on the shower because there was little water pressure. The agent for the landlord did the repairs and changed the shower head, but the tenant states that the holes in the shower head are too small and she cannot properly have a shower. She stated that she spoke to the landlord about it, but he indicated that if she didn't like the type of shower head that had been installed she could replace it herself and take it with her when she moves. The tenant further testified that she does not expect an expensive shower head, but one that will suffice for taking a shower given the water pressure that the building provides.

The tenant also testified that a fire alarm rang for 3 days in the building, and that the water to the building was turned off without notice to any tenants for 3 hours.

The witness for the tenant testified that he is also a tenant in the building. He stated that the landlord did put on a new shower head, but it is totally different than the one in his unit and the holes are too small.

The landlord's agent testified that he did replace the shower head, and the tenant still wasn't happy. He purchased it from Home Depot and still has the receipt. He testified that she wanted a different type of shower head, and the owner was not prepared to purchase another one. When asked if he tested the shower after he installed the new shower head, I received no response.

Analysis

The *Residential Tenancy Act* states as follows:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

The tenant has told the landlord that the holes in the new shower head are too small. The tenant is entitled to a shower head that is sufficient enough to have a shower.

The *Residential Tenancy Act* also states that:

33 (1) In this section, “**emergency repairs**” means repairs that are

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
- (c) made for the purpose of repairing
 - (i) major leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) the primary heating system,
 - (iv) damaged or defective locks that give access to a rental unit,
 - (v) the electrical systems, or
 - (vi) in prescribed circumstances, a rental unit or residential property.

I find that the tenant’s shower head does not work properly or sufficiently. I further find that the landlord has not tested it to confirm that it does work properly.

Conclusion

For the reasons set out above, I hereby order that the landlord return the shower head to Home Depot and exchange it for one that is not more expensive, but has larger holes to accommodate the water pressure in the building, and that the landlord install the new one.

I further order that the landlord comply with the *Act* by providing the tenant with water and shower facilities that conform to the housing standards required by law.

I further order that the landlord give the tenants at least 24 hours notice before turning off the water or restricting the use thereof, and maintain the fire alarm system.

Since the tenant has been successful with her claim, I hereby order that the landlord reimburse the tenant the cost of filing this application in the amount of \$50.00 and that the tenant be permitted to deduct that amount from her next months' rent.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 16, 2010.

Dispute Resolution Officer